



This is a Schedule to the General Terms of ica.scot. This Schedule applies to the Domain Registration Services defined below, and as stipulated in an Order.

Unless the context otherwise requires, the definitions used in the General Terms apply to this Schedule. Any other terms defined in this Schedule have that meaning for this Schedule only.

## 1. INTERPRETATION

### "Domain Registration Services"

the services that we provide to our customers by which we arrange for the registration of domain names, and ancillary services, the specification of which is as listed and updated on the Website from time to time; and

### "Domain Registration Services Fees"

the fees payable to us by you for our provision to you of the Domain Registration Services.

## 2. WHAT WE DO

**2.1 No warranty:** We use several third parties to register domain names for us - we are a reseller of their services. If we provide Domain Registration Services, we do not warrant that:

2.1.1 the domain names requested will be accepted for registration, transfer or renewal (as appropriate) by the relevant registrar; or

2.1.2 any registration, transfer or renewal will be successful.

Domain Registration Services are restricted to our forwarding of your registration, renewal or transfer request to the relevant registry for that domain name. Subject to Clause 18.3 or Clause 19.3 (as applicable), we shall have no Liability for (i) any failure in the registration, transfer or renewal of any domain name, (ii) if any domain name chosen by you infringes the Intellectual Property Rights, or any other rights, of any third party, and/or (iii) for any other issue arising out of any domain name that is outside of our direct control.

**2.2 Domain name registries:** The registration of the domain name that you choose, and the ongoing use of that domain name, shall be subject to the relevant domain name registry's, and, in submitting an application for registration, you agree that you have requested, considered and accepted those terms and conditions.

**2.3 Domain name charges:** If any charges apply to the registration of a domain name that you have chosen, you will be informed of those charges during the Order process prior to submission.

**2.4 Cancellation or suspension by us:** We reserve the right to suspend or cancel any application for registration of a domain name or refuse to host any domain name if you are, or we reasonably believe that you are, in breach of this Agreement.

**2.5 Renewals:** You are responsible to ensure that any domain names that you register as part of the Services are renewed when necessary and all relevant renewal fees are paid. We will inform you that a renewal date is impending at least thirty days before the domain name is due for renewal, however it is your responsibility to:

2.5.1 stay up to date with any domain name registrations provided as part of the Services to ensure they are renewed if so desired;

2.5.2 ensure that any monies that we, or any registrar, hold on your behalf are allocated to domain name renewal if that is your preference; we, and any domain name registrar, will not allocate any monies held for you to domain name renewal unless you clearly instruct otherwise; and

2.5.3 stay updated as to whether any domain name renewal is successful and inform us promptly if a renewal is unsuccessful.

Subject to Clause 18.3 or Clause 19.3 (as applicable), we shall have no Liability for any failure in the renewal of any domain name registration.

**2.6 Domain names that are not renewed:** If you request that you no longer wish to have your domain name renewed or the relevant domain name registry has not received all relevant renewal fees to process that renewal (whether directly from you or through us), that domain name will expire and any Domain Name Services that we provide applicable to that domain name will be suspended. Your domain name will then go into a protected period, after which your domain name will be suspended by the domain name registry and will go into a grace period. Please contact us for more information on the protected period and grace period for your domain name, as these differ from domain name registry to domain name registry. If you do change your mind and still wish to renew your domain name within the grace period, you still can but you may be charged additional fees as set out by the domain name registry. Any such additional fees will be passed on to you, and all outstanding fees (including all relevant renewal fees) will need to be settled in full before the renewal of your domain name. After the grace period your domain name will be cancelled and deleted from the register and made available for resale through a third-party registrar. We cannot guarantee the renewal of a domain name after the grace period expires. Subject to Clause 18.3 or Clause 19.3 (as applicable), we shall have no Liability for any failure by you to act in a timely manner to make arrangements with us to redeem any domain name registration within the grace period, or for any subsequent failure of the domain name to be renewed.

**2.7 Rights to the domain name:** By submitting an Order in respect of a specific domain name, you warrant that you have the right to use that domain name.

**2.8 Service level agreement:** We commit to acknowledging all requests for Support Services in relation to Domain Registration Services within three Business Days from when the request for Support Services was made. We aim to resolve any request for Support Services in relation to Domain Registration Services within five Business Days from the time of acknowledgement, although we cannot guarantee any particular result or outcome nor within any particular time.

**2.9 No cancellation:** In accordance with Clause 13.3 and 17.3, you acknowledge that domain names cannot be cancelled once registered, and no refund is available.

### 3. DOMAIN REGISTRATION SERVICES FEES

**3.1 Domain Registration Services Fees:** The Domain Registration Services Fees are as set out on the Website at the time that you submit your Order, subject to Clause 10.3.